

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DATE FILED: SEP 05 2006

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JOELLE HOROWITZ,

Plaintiff,

-against-

STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL

05 CV 9100 (GBD)

THE CITY OF NEW YORK, POLICE OFFICER RYAN
NORMAN (Shield No. 07416), JOHN and JANE DOES 1
Through 10, individually and in their official capacities,
(the names John and Jane Doe being fictitious, as the true
names are presently unknown),

Defendants.
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WHEREAS, plaintiff commenced this action by filing a complaint on or about
October 25, 2005, alleging violations of her constitutional rights and pendent state claims; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amounts specified in paragraphs "2" and "3"
below.

2. Defendant City of New York hereby agrees to pay plaintiff Joelle
Horowitz the sum of Fifty Thousand Dollars (\$50,000.00) in full satisfaction of all claims,
including all claims for costs, expenses and attorney fees accrued herein. In consideration for the

payment of this sum, plaintiff agrees to dismissal with prejudice of all the claims against defendants the City of New York and Ryan Norman, and to release all of these defendants and any present or former employees or agents of the City of New York and the New York City Police Department, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including all claims for costs, expenses and attorney fees accrued herein.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 7, 2006

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Special Assistant Corporation Counsel

SO ORDERED:

George B. Daniels
U.S.D.J.

HON. GEORGE B. DANIELS